

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 01 PAGE OF PAGES: 1 / 3

2. AMENDMENT/MODIFICATION NO. 33 3. EFFECTIVE DATE: August 1, 2006 4. REQUISITION/PURCHASE REQ. NO. 4200165376 5. PROJECT NO. (If applicable)

6. ISSUED BY: Procurement Office, George C. Marshall Space Flight Center, National Aeronautics and Space Administration, Marshall Space Flight Center, AL 35812 7. ADMINISTERED BY (If other than Item 6): Robert F. Whiteley, 256-544-0418 (Voice), 256-544-3223 (Fax)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code): EG&G Technical Services, Inc., 900 Clopper Road, Gaithersburg, MD 20878 9A. AMENDMENT OF SOLICITATION NO. (X) 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0038M/H36049D (X) 10B. DATED (SEE ITEM 13)

CODE: Cage Code 34157 FACILITY CODE: SAP 112857 Effective Date August 1, 2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required): **4200165376 PLI 1 \$2,476,583.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) (SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority) **Contract Clause 16 and 17, OPTION TO EXTEND THE TERM OF GSA CONTRACT AND SERVICES & Limitation of Funds Clause**

**"EXECUTED COPY
FMO KOR OFFICIAL"**

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Total Fixed Price, FFP Lump Sum	Total Not-to-Exceed FFP IDIQ	Total Not-to-Exceed Contract Value	Total Sum Allotted FFP Lump Sum
Prev. Base Total	\$22,449,877	\$24,122,577	\$46,572,454	\$22,449,877.00
This Modification	7,422,089	\$12,000,000	\$19,422,089	\$ 2,476,583.00
New NTE Amount	\$29,871,966	\$36,122,577	\$65,994,543	\$24,926,460.00

SEE PAGE 2 FOR DESCRIPTION OF CHANGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print): _____ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): David A. Iosco

15B. CONTRACTOR/OFFEROR: _____ 15C. DATE SIGNED: _____ 16B. UNITED STATES OF AMERICA: *David A. Iosco* 16C. DATE SIGNED: JUL 31 2006

(Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

A. The purpose of this modification is to (1) Exercise Option 1 that begins August 1, 2006 and ends July 31, 2007, (2) increase the Lump-Sum contract value by \$7,422,089 to \$29,871,966, (3) increase the IDIQ not-to-exceed contract value by \$12,000,000 to \$36,122,577.00 and, (4) add new funds in the amount of \$2,476,583.00 for the firm-fixed lump-sum portion of the contract, increasing total funding from \$22,449,877.00 to \$24,926,460.00. After making the above increases for the Lump-Sum and IDIQ sections the Not-to-Exceed contract value increases by \$19,422,089.00 to \$65,994,543.00. Procurement Request 4200165376 dated July 6, 2006 has been issued to provide the new funds of \$2,476,583.00.

B. Section 2, page 5 and 6, Clause 2 entitled "Firm-Fixed-Price for Lump Sum" is changed to reflect the new total firm-fixed price Lump Sum of the GSA order totaling \$29,871,966.00 to cover 3 Base years and Option year 1.

C. Section 2, page 9, Clause 6, entitled Indefinite Delivery/Indefinite Quantity (IDIQ) is changed to add the Option Year 1 not-to-exceed amount of \$12,000,000.00 bringing the cumulative total to \$36,122,577.00.

D. Section 2, Clause 3 entitled "Limitation of Funds", page 6, paragraph A, is changed from \$22,449,877.00 to add the new funding amount of \$2,476,583.00, making the new amount of funds available at \$ 24,926,460.00.

E. Section 2, Clause 3 entitled "Limitation of Funds", page 7, paragraph C is changed to say that funds presently allotted to this order will cover the work through November 17, 2006.

F. Section 2, Clause 4 (A), page 8, entitled "Period of Performance" is changed to read through July 31, 2007 and to reflect that Option 1 is being exercised by modification 33.

G. A New Wage Determination has been submitted to the Department of Labor and current negotiations of labor contracts are ongoing between EG&G and the Communications Workers of America Union. Any impacts of these events will be the subject of a future modification pursuant to Clause 20 and Clause 42, Statement of Equivalent Rates For Federal Hires, Attachment 5, Wage Determinations, and National Labor Relations Act.

H. The funding increase made above is reflected in total on the changed pages enclosed herewith. A vertical change bar is included in the right margin to indicate the specific areas of change. In order to reflect the changes made, the pages listed below are hereby deleted and replaced by the pages indicated:

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
Section 2, pages 1 thru 7	Section 2, pages 1 thru 7 (renumbering only)
Section 2, page 6	Section 2, page 8
Section 2, page 6A	Section 2, page 9
Section 2, page 7	Section 2, page 9
Section 2, page 8	Section 2, page 10
Section 2, page 9	Section 2, page 11

End of Section

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SECTION 1 - ADDENDA TO SF 1449

THE TERMS INCLUDED HEREIN ARE IN ADDITION TO THOSE INCLUDED IN THE GSA CONTRACT. IN THE EVENT THERE IS/ARE ANY CONFLICT(S), THE TERMS INCLUDED HEREIN WILL TAKE PRECEDENCE.

Note – The words *contract* and *order* as shown herein are used synonymously

ADDENDUM TO FAR 52.212-4, BLOCK 27a is as follows.

The following clauses are incorporated by reference, with the same force and effect as if they were given in full text.

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.204-1	Approval of Contract (Dec 1989) (Insert "MSFC Procurement Officer")
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Feb 2002)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)
	Subparagraph (b)(1) Insert ten (10) percent
	Paragraph (c) <input type="checkbox"/> Quoter elects to waive the adjustment. (Check block if applicable)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Sep 2000)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Mar 1998)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
	Reserved

52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.245-2	Government Property (Fixed-Price Contracts) (Dec 1989)
52.245-19	Government Property Furnished "As Is" (Apr 1984)
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.246-6	Inspection – Time-and-Material and Labor-Hour (May 2001)
52.246-16	Responsibility for Supplies (Apr 1984)
52.247-34	F.O.B. Destination (Nov 1991)
52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
	Reserved
1852.204-76	Security Requirements for Unclassified Automated Information Resources (July 2002)
1852.208-81	Restrictions on Printing and Duplicating (Oct 2001)
1852.215-84	Ombudsman (Jun 2000) (Insert "MSFC Ombudsman Axel Roth, Code DE01, MSFC, AL 35812, telephone (256) 544-0451, fax number (256) 544-7920, e-mail address: Axel.Roth@msfc.nasa.gov")
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.223-70	Safety and Health (Apr 2002)
1852.223-74	Drug and Alcohol Free Workplace (March 1996)
1852.237-70	Emergency Evacuation Procedures (Dec 1988)
1852.245-71	Installation-Accountable Government Property (June 1998)

The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far/>

NASA FAR Supplement: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

C. The following clauses are incorporated in full text.

(1) 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

(2) 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor

agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

(END OF SECTION)

SECTION 2 - FULL-TEXT PROCUREMENT UNIQUE CLAUSES**SUPPLIES OR SERVICES AND PRICES/COSTS****1. SUPPLIES AND/OR SERVICES TO BE FURNISHED**

The purpose of this order is to acquire a broad range of Logistics Services for the Marshall Space Flight Center (MSFC). This performance-based order provides two basic methods for the acquisition of these services.

A. Firm-Fixed-Price (FFP) Lump Sum Work

Work that can be identified in advance, both in sufficient detail and quantities, and for which a fair and reasonable price can be obtained is identified as FFP Lump Sum work, henceforth identified as Lump Sum work. Lump Sum prices include all overhead, G&A, profit, and anything else that applies to delivering the services listed in the "Schedule of Prices for Lump Sum Work," located at the end of this section as spreadsheets 1 through 10. Options for some of the Lump Sum services are included in the "Schedule of Prices for Lump Sum Work Options." More information about the options is contained in Clause 18, Variation In Quantity. When there is a difference between the result of a unit price multiplied by the quantity and the extended total amount, the unit price is held to be the intended price and the total amount will be calculated accordingly. Some services to be provided on a Lump Sum basis are subject to the "Variation in Quantity" clause which is set forth in Clause 18.

B. Indefinite Delivery, Indefinite Quantity (IDIQ) Work

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as IDIQ work. IDIQ work includes all work identified as IDIQ in Attachment 1. IDIQ will be issued as either FFP, PrePriced Work (PPW), or Time and Material (T&M). FFP may be based on fixed labor rates and materials, or a combination of these with Specialty Services and/or PPW. Specialty Services may be stand-alone FFP work. T&M work will be limited to those instances where the Government decides that work cannot be adequately defined at any time during the work process to develop a FFP cost estimate. See Clause 8, IDIQ Ordering Procedures, for applicable coefficients. The price schedules for each year and award-term period are included in Microsoft Excel® spreadsheets titled "Schedule of Prices for Prepriced IDIQ Work," "Schedule of Prices for IDIQ Material Coefficients," and "Schedule of Prices for Fixed Labor Rates" are located at the end of this section. These IDIQ services are not subject to Clause 18, Variation in Quantity.

2. FIRM-FIXED-PRICE FOR LUMP SUM

- A. The total firm-fixed price Lump Sum of this GSA order for the base period from the effective date through July 31, 2007 is: \$29,871,966 (including phase-in costs and phase in adjustment for base year A.)
- B. If the Government exercises any options or awards any of the award-term periods pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION/ PERIOD</u> <u>AWARD TERM PERIOD</u> <u>COVERED</u>	<u>FIRM FIXED</u> <u>PRICE LUMP SUM</u>
Option No. 1 * 08/01/06 - 07/31/07	\$ <u>7,422,089</u> (From Spreadsheet 4)*
Option No. 2 08/01/07 - 07/31/08	\$ <u>7,496,230</u> (From Spreadsheet 5)
Award-Term Period 1 08/01/08 - 02/28/09	\$ <u>4,383,146</u> (From Spreadsheet 6)
Award-Term Period 2 03/01/09 - 09/30/09	\$ <u>4,406,975</u> (From Spreadsheet 7)
Award-Term Period 3 10/01/09 - 04/30/10	\$ <u>4,441,551</u> (From Spreadsheet 8)
Award-Term Period 4 05/01/10 - 11/30/10	\$ <u>4,478,555</u> (From Spreadsheet 9)
Award-Term Period 5 12/01/10 - 07/31/11	\$ <u>5,123,946</u> (From Spreadsheet 10)

* exercised by modification 33

2A. EARNED AWARD TERM PERIODS

- 1. Based on the Findings and Determination of the Award Term Board, the following Award Term Periods have been earned by the contractor and shall be added to the end of the contract period of performance.

<u>Period Earned</u>	<u>Dates</u>	<u>Earned Mod</u>
Award-Term Period 1	08/1/08 - 02/28/09	Mod 27

3. LIMITATION OF FUNDS

- A. Of the total price of the services identified as lump sum, the sum of \$24,926,460.00 is presently available for payment and allotted to this GSA order through Option Year 1. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
November 17, 2006	\$ 4,945,506.00

***NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL TASK ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.**

The Contractor agrees to perform, or have performed work, as specified in the PWS up to the point at which, if this order is terminated pursuant to paragraph (l) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the order. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the order, anything to the contrary in the termination clause notwithstanding.

- C. 1. It is contemplated that funds presently allotted to this order will cover the work to be performed until November 17, 2006.
2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the order is terminated pursuant to paragraph (l) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to that clause will approximate 75 percent of the total amount then allotted to the order.
3. (i) The notice shall state the estimated date when the point referred to in subparagraph 3.C.(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the order or otherwise agreed to by the parties.
4. If, after the notification referred to in subdivision 3.C.(3).(ii) above, additional funds are not allotted by the date specified in subparagraph 3C(1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this order on that date or on the date set forth in the request, whichever is later, pursuant to paragraph (l) of FAR Clause 52.212-4.
- D. When additional funds are allotted from time to time for continued performance of the work under this order, the parties shall agree on the applicable period of order performance to be covered by these funds. The provisions of subparagraphs 3.A and 3.C above shall apply to the additional funds and the substituted date pertaining to them, and the order shall be modified accordingly.

- E. If, solely by reason of the Government’s failure to allot additional funds in amounts sufficient for the timely performance of this order, the Contractor incurs additional costs or is delayed in the performance of the work under this order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices (where applicable) of the items to be delivered, or in the time of delivery, or both.
- F. The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional order funds.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under paragraph (m) of FAR Clause 52.212-4. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph 3.A above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for the rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of the Government to terminate this order pursuant to paragraph (l) of FAR Clause 52.212-4.

(End of Clause)

4. PERIOD OF PERFORMANCE

- A. The period of performance of this GSA order shall be from the effective date through July 31, 2007.
- B. In the event the Government elects to exercise option(s) or awards the contractor award-term periods pursuant to the terms of this GSA order, the period of performance for each option or award-term period shall be as set forth below:

<u>Option/ Award- Term Period No.</u>	<u>Period of Performance</u>
1 *	August 1, 2006 – July 31, 2007 *
2	August 1, 2007 – July 31, 2008
Award Term 1	August 1, 2008 – February 28, 2009
Award Term 2	March 1, 2009 – September 30, 2009
Award Term 3	October 1, 2009 – April 30, 2010
Award Term 4	May 1, 2010 – November 30, 2010
Award Term 5	December 1, 2010 – July 31, 2011

*exercised by modification 33

(End of Clause)

5. PLACE OF PERFORMANCE

The Contractor shall perform the work under this GSA order at the George C. Marshall Space Flight Center (MSFC), Alabama and at near site locations within fifty (50) miles of MSFC or at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

6. INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

- A. The definite quantities of services in this order are considered to be that identified as the firm-fixed-price lump sum portion. These services are ordered, and funds are obligated, by this order. Work that cannot be sufficiently identified, predetermined, or quantified is identified as IDIQ work.
- B. IDIQ work is specified in Performance Work Statement Sections 3 to 10, Attachment 1.
- C. The value (minimum and maximum) of all IDIQ work under this order is as follows:

<u>PERIOD</u>		<u>IDIQ Dollars</u>		<u>Actual IDIQ</u>	<u>Cum IDIQ</u>
		Min/Max	Range/Used	Amount	Not-to-Exceed
Base Year A	08/01/03 – 07/31/04	\$400,000	\$12,000,000/	\$4,976,719	\$4,976,719
Base Year B	08/01/04 – 07/31/05	\$400,000	\$12,000,000/	\$7,145,858	\$12,122,577
Base Year C	08/01/05 – 07/31/06	\$400,000	\$12,000,000		\$24,122,577
Option No. 1	08/01/06 – 07/31/07	\$400,000	\$12,000,000		\$36,122,577*
Option No. 2	08/01/07 – 07/3/08	\$400,000	\$12,000,000		
Award-Term Period 1	08/01/08 – 02/28/09	\$233,333	\$7,000,000		
Award-Term Period 2	03/01/09 – 09/30/09	\$233,333	\$7,000,000		
Award-Term Period 3	10/01/09 – 04/30/10	\$233,333	\$7,000,000		
Award-Term Period 4	05/01/10 – 11/30/11	\$233,333	\$7,000,000		
Award-Term Period 5	12/01/11 – 07/31/11	\$266,666	\$8,000,000		

*exercised by modification 33

After the actual IDIQ value is identified for a period of performance, the contract value will be revised to include only the actual price for the period and not the maximum IDIQ dollars for that period.

The Government is not obligated to place any orders under this order for IDIQ work except for the guaranteed minimum stated above. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable price adjustment.

(End of Clause)